



COMMONWEALTH of VIRGINIA

Department of General Services

Richard F. Sliwoski, P.E.
Director

1100 Bank Street
Suite 420
Richmond, Virginia 23219-3402
Voice/TDD (804) 786-6152
FAX (804) 371-8305

CONTRACT RENEWAL/MODIFICATION AGREEMENT CONTRACT SRM07012009SS

Date: June 15, 2010

Contract No.: SRM07012009SS

Modification No.: NA

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: David Raffin
VFA

Commodity: FICAS

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract and the RENEWAL OF CONTRACT CLAUSE..

This contract is renewed from July 1, 2010 through June 30, 2011 with six on year renewals remaining. The changes are defined in the revised contract document,

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Please sign below acknowledging acceptance of this modification and return this to:

Shirley McNutt
DGS Procurement Services
203 Governor Street
Richmond, Va. 23219

Please feel free to call me with any questions at 786-4538.

Sincerely,

Shirley McNutt

CONTRACTOR

OWNER

CFO

Procurement mgmt

Title

Title

By Jim Sumner

By Shirley McNutt

VFA Inc

Name of Company

260 SUMNER ST

Company Address

BOSTON MA 02210

Company Address

617 772-8200

Company Phone Number



COMMONWEALTH of VIRGINIA

Department of General Services

Richard F. Sliwoski, P.E.
Director

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Suite 420
Richmond, Virginia 23219-3402
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CONTRACT RENEWAL/MODIFICATION AGREEMENT CONTRACT SRM07012009SS

Date: July 28, 2010

Contract No.: SRM07012009SS

Modification No.: One

Issued By: Commonwealth of Virginia
Department of General Services (Owner)
203 Governor Street
Richmond, Va. 23219

Issued To: David Raffin
VFA

Commodity: FICAS

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract and the CHANGE OF CONTRACT Clause.

Attached is a copy of the contract that was executed with changes in italics. These changes are herewith incorporated into the contract. The changes are on pages 1 - 6 of the contract.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Please sign below acknowledging acceptance of this modification and return this to:

Shirley McNutt
DGS Procurement Services
203 Governor Street
Richmond, Va. 23219

Please feel free to call me with any questions at 786-4538.

Sincerely,

Shirley McNutt

CONTRACTOR

CFO

Title

Jim Sumner

By

VFA, Inc.

Name of Company

266 SUMNER ST

Company Address

Boston MA 02210

Company Address

617 7728200

Company Phone Number

OWNER

Procurement Mgr.

Title

Shirley McNutt

By

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: SRM07012009SS

This contract entered into this 28th day of June 2010 between VFA, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Department of General Services called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to State Agencies and Institutions of Higher Education as set forth in the Contract Documents for FICAS (Facility Inventory Condition and Assessment System) support and maintenance.

PERIOD OF PERFORMANCE: From July 1, 2010 through June 30, 2011 with six one year renewals

The contract documents shall consist of:

- (1) This signed form;
- (2) The sole source documentation and prior solicitation and contract developed by the APA - APA05.01;
- (3) The General Terms and Conditions;
- (4) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;

**VFA Master Contract 2010-2011
FICAS and Related Products or Services**

I. FICAS Software

The FICAS system software is VFA.facility® hosted by VFA on an annual subscription model based on the number of named users. VFA will take a user count on July 1, 2010 to determine the number of users. Additional users can be added throughout the year and will be prorated based on the number of months remaining in the annual term.

FICAS software purchases will be quoted on an Exhibit A form using the rate chart in *section IX*.

II. VFA.auditor®

A web-based tool for conducting self-guided assessments of assets by agency staff or licensed third parties. All data collected feeds directly into FICAS and automatically generated requirement, system renewals and cost estimates. The VFA.auditor software tool is hosted by VFA on an annual subscription and is available based on square footage with unlimited users. Annual software renewals will be based on the delivery date of the software to the agency.

VFA.auditor software purchases will be quoted on an Exhibit A form using the rate chart in *section IX*.

III. VFA.spendManager®

A web-based tool which enables the centralized management of the entire capital budgeting and subsequent spending process. VFA.spendManager streamlines capital budget creation, requisition processing, purchasing and reconciliation of expenditures leveraging automation and workflow throughout the process. It allows for easy tracking and reporting against projects, their current status and all of their related expenditures. The VFA.spendManager software tool is hosted by VFA on an annual subscription and is available based on number of named users. Annual software renewals will be based on the delivery date of the software to the agency.

VFA.spendManager software purchases will be quoted on an Exhibit A form using the rate chart in section IX.

IV. AssetFusion®

AssetFusion® is VFA's software product used for interfacing with other facility management systems such as CMMS or CAFM systems. The product is available for any or all pre-developed interfaces which include; IBM's Maximo, INFOR's EAM, TMA Systems and Web Works. Any new interface development can be accomplished utilizing VFA's Software Services.

AssetFusion software purchases will be quoted on an Exhibit A form using the rate chart in section IX.

V. FICAS Training

The FICAS Training program includes four levels of training as show below:

- **Introduction to FICAS-** Online course covering the purpose and general policy of FICAS. This will be a requirement before someone could request FICAS access.
- **Basic Training-** An onsite training class conducted by VFA. Or regularly schedule classes in VFA's Boston Training Facility.
- **On Demand Training Modules-** Recorded WebEX demonstrations that are 5 – 30 minutes and cover a topic or a set of topics.
- **Facility / Infrastructure Certification Program -** A 2 day training session on inspection methodology and software data entry related to facility condition assessment projects. Onsite or regularly schedule classes in VFA's Boston Training facility are available.

Pricing for all training options, including onsite or at VFA's Boston Training Facility, are listed in section IX. Training purchases will be quoted on an Exhibit A form using the rate chart in section IX.. Training services not included in section IX. will be handled through Consulting Services.

VI. Software Services (SS)

VFA's Software Services can be used for development of new interfaces with other facility management programs such as CMMS, CAFM, and ESRI. The services and scope and associated fee will be defined upon request by any agency. The SS can also be used for custom reports, uploading data to FICAS, pre-loading of auditor surveys and other related data base activities.

All SS projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in section IX.

VII. Consulting Services (CS)

From evaluating assessment data and creating prioritization criteria, to developing capital plans and budgets, VFA can provide expertise and insights to make the most from capital investments. VFA can tailor their capital planning services to specific needs, to help the Commonwealth:

1. Maintain a current, centralized capital asset decision-support database
2. Develop cost-effective deferred maintenance reduction plans
3. Prioritize capital planning projects efficiently
4. Measure and maximize capital asset ROI
5. Create a business case for needed capital funding

VFA's consulting services include:

- Facilities Benchmarking
- Budget Ranking Strategies
- Condition Data Management
- Facilities Management and Capital Planning Process Analysis
- Portfolio Analysis and Alignment
- Long Range Capital Cost Analysis
- Capital Project Planning
- Capital Budget Development
- Executive and Board Level Presentations and Reports

All CS projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in *section IX*.

VIII. Program Management (PM)

Program Management Services will be used to handle all other activities or tasks not cover by Training, SS or TS. Examples would be:

- An agency requests help with running and understanding reports
- Data management and updating of specific locations or agencies
- Management of configuration changes to FICAS
- Support to the FICAS administrator
- Conducting calls or meetings to manage and support the FICAS program.

All PM projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in *section IX*.

IX. Rate Schedule

Product / Service	Description	Price
VFA.facility® / FICAS	VFA.facility VFA-hosted user annual subscription (ASP), price per each named user.	\$1,650.00 per user
Maintenance and Support	Includes telephone support, updates, bug fixes and retirement of releases as described in the Software License Agreement. Maintenance and support is included in the user fee.	N/A
RSMeans	All users have access to the current RSMeans database within VFA.facility. RSMeans is included in the user fee and license fees are paid by VFA, Inc.	N/A
VFA.spendManager® Starter Pack	VFA.spendManager VFA-Hosted user annual subscription (ASP), price includes 10 named user licenses	\$27,500.00
VFA.spendManager® Increases 11-250 users	VFA.spendManager annual subscription price for named users 11-250, requires purchase of VFA.spendManager Starter Pack	\$800.00 per user
VFA.spendManager® Increases 251-500 users	VFA.spendManager annual subscription price for named users 251-500, requires purchase of VFA.spendManager Starter Pack	\$525.00 per user
VFA.spendManager® Increases > 500 users	VFA.spendManager annual subscription price for named users > 500, requires purchase of VFA.spendManager Starter Pack	\$280.00 per user
VFA.auditor Starter Pack	VFA.auditor surveys for up to 200,000 GSF. This is available for a unlimited number of users and buildings	\$2,500
VFA.auditor Increases	VFA.auditor surveys for GFS over the 200,000 provided in the Starter Pack.	\$.012/GSF
AssetFusion® Starter Pack	AssetFusionV2.0 VFA-hosted price, includes 3 named users and connector software. Includes 3 days implementation service plus travel and lodging expenses if needed. Requires VFA.facility.	\$17,500
AssetFusion 4M	AssetFusion V2.0 VFA-hosted annual price per user, for 4 or more named users. Requires previous purchase of AssetFusion Starter Pack.	\$2,500 per user
Introduction to FICAS	Online course covering the purpose and general policy of FICAS. This will be a requirement before someone could request FICAS access. Made available by DGS at no charge.	N/A
Basic Training	An onsite training class conducted by VFA. Class size up to 10 students with one trainer – one day.	\$5,750 per class
Basic Training	An onsite training class conducted by VFA. Class size up to 20 students with two trainers – one day.	\$9,950 per class
On Demand Training Modules	Recorded WebEX demonstrations that are 5 – 30 minutes and cover a topic or a set of topics. This is an estimate per module and may change depending on complexity of a module or bundling of multiple modules.	\$4,200 per module

Product / Service	Description	Price
Advanced Training	An onsite training class conducted by VFA. Class size up to 10 students with one trainer – two days.	\$8,750 per class
VFA.facility V9 Module 1	Regularly scheduled VFA.facility V9 training in Boston, Module 1: Asset Data - one day.	\$650 per student
VFA.facility V9 Module 2	Regularly scheduled VFA.facility V9 training in Boston, Module 2: Capital Planning & Budgeting – one day.	\$650 per student
VFA.auditor Training	Training is available via WebEX for an unlimited number of students	\$1,250 per WebEX
VFA.auditor Training ADM	Administrator Training can be purchased in addition to any other VFA.auditor training class	\$200 per WebEX
Facility / Infrastructure Certification Training	Regularly Scheduled Classes – VFA Boston Training Facility, no minimum student signup required.	\$2,000 per student
Facility / Infrastructure Certification Program (FICP)	Specially scheduled onsite in Virginia or in Boston. Maximum class size is limited to 10 persons – 2 days.	\$15,000 per class
Software Services (SS)	All SS projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in <i>this section</i> . Description of services found in section V.	Time and Materials
Consulting Services (CS)	All CS projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in <i>this section</i> . Description of services found in section VI.	Time and Materials
Program Management (PM)	All PM projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in <i>this section</i> . Description of services found in section VII.	Time and Materials
FICAS Data Import Template Upload	Upload of a FICAS Data Import Template containing facility assessment data into FICAS for state agencies, <i>A batch can include records from the Asset Level, Systems Level and or Requirements Level. A batch is considered one MS Excel file.</i>	\$495 per batch
Report Author	A simple drag and drop interface to customize reports or create new ones	\$1,499 per person annually

Labor Category	Hourly rate
Project Director	\$134
Project Manager	\$134
Facilities Assessor	\$131
Senior Business Consultant	\$191
Business Consultant	\$168
Software PM	\$191
Software Developer	\$152
Technical Support Services	\$131
Project Assistant	\$65

IX. VFA Service Level

VFA shall maintain the host server and provide remote access to the Licensed Application to the employees of the Commonwealth through the web site located at www.vfa.com, or such other address as VFA may from time to time elect to use for such site;

VFA shall provide telephone, fax, and email support for the Licensed Application to the End Users. Such support shall be available Monday through Friday (excluding VFA designated holidays) from 8:30 a.m. – 5:30 p.m. (EST). The End Users shall first attempt to resolve any problem relating to the Licensed Application by referring to the documentation that VFA supplies to the Company for use with the Licensed Application. VFA may, from time to time, implement new releases of the Licensed Application containing error and bug corrections, minor enhancements, and, in certain instances if VFA so elects, major enhancements. No support shall be available, and VFA shall not be liable, for: (i) problems, errors, or bugs resulting from configuration or faults in the Commonwealth's computer or network operating systems or any third party software; (ii) hardware malfunctions, including cables, ports, printers, disk drives, etc.; or (iii) modifications made to the Licensed Application by a party other than VFA.

VFA warrants and represents: (a) that, for a period of ninety (90) days from the date of Acceptance, the Licensed Application will substantially conform to the Documentation and Specifications; and (b) the Services will be performed in a professional and workmanlike manner. In the event of any breach of the foregoing warranties, VFA shall re-perform the Services and/use use its commercially reasonable efforts to cause the Licensed Application to substantially conform to the Documentation and Specifications, as the case may be.

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract Number: SRM07012009SS

This contract entered into this 15th day of June 2010 between VFA, Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Department of General Services called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to State Agencies and Institutions of Higher Education as set forth in the Contract Documents for FICAS (Facility Inventory Condition and Assessment System) support and maintenance.

PERIOD OF PERFORMANCE: From July 1, 2010 through June 30, 2011 with six one year renewals

The contract documents shall consist of:

- (1) This signed form;
- (2) The sole source documentation and prior solicitation and contract developed by the APA - APA05.01;
- (3) The General Terms and Conditions;
- (4) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;

**VFA Master Contract 2009-2010
FICAS and Related Products or Services**

I. FICAS Software

The FICAS system software is VFA.facility® hosted by VFA on an annual subscription model based on the number of named users. VFA will take a user count on July 1, 2010 to determine the number of users. Additional users can be added throughout the year and will be prorated based on the number of months remaining in the annual term.

FICAS software purchases will be quoted on an Exhibit A form using the rate chart in section VIII.

II. VFA.auditor®

A web-based tool for conducting self-guided assessments of assets by agency staff or licensed third parties. All data collected feeds directly into FICAS and automatically generated requirement, system renewals and cost estimates. The VFA.auditor software tool is hosted by VFA on an annual subscription and is available based on square footage with unlimited users. Annual software renewals will be based on the delivery date of the software to the agency.

VFA.auditor software purchases will be quoted on an Exhibit A form using the rate chart in section VIII.

III. AssetFusion®

AssetFusion® is VFA's software product used for interfacing with other facility management systems such as CMMS or CAFM systems. The product is available for any or all pre-developed interfaces which include; IBM's Maximo, INFOR's EAM, TMA Systems and Web Works. Any new interface development can be accomplished utilizing VFA's Software Services.

AssetFusion software purchases will be quoted on an Exhibit A form using the rate chart in section VIII.

IV. FICAS Training

The FICAS Training program includes four levels of training as show below:

- **Introduction to FICAS**- Online course covering the purpose and general policy of FICAS. This will be a requirement before someone could request FICAS access.
- **Basic Training**- An onsite training class conducted by VFA. Or regularly schedule classes in VFA's Boston Training Facility.
- **On Demand Training Modules**- Recorded WebEX demonstrations that are 5 – 30 minutes and cover a topic or a set of topics.
- **Advanced Training**- Training for advanced users in the areas of Reporting, Funding, Budget Ranking and development and Projects.
- **Facility / Infrastructure Certification Program** - A 2 day training session on inspection methodology and software data entry related to facility condition assessment projects. Onsite or regularly schedule classes in VFA's Boston Training facility are available.

Pricing for all training options, including onsite or at VFA's Boston Training Facility, are listed in section VIII. Training purchases will be quoted on an Exhibit A form using the rate chart in section VIII. Training services not included in section VIII will be handled through Consulting Services.

V. Software Services (SS)

VFA's Software Services can be used for development of new interfaces with other facility management programs such as CMMS, CAFM, and ESRI. The services and scope and associated fee will be defined upon request by any agency. The SS can also be used for custom reports, uploading data to FICAS, pre-loading of auditor surveys and other related data base activities.

All SS projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in section VIII.

VI. Consulting Services (CS)

From evaluating assessment data and creating prioritization criteria, to developing capital plans and budgets, VFA can provide expertise and insights to make the most from capital investments. VFA can tailor their capital planning services to specific needs, to help the Commonwealth:

1. Maintain a current, centralized capital asset decision-support database
2. Develop cost-effective deferred maintenance reduction plans
3. Prioritize capital planning projects efficiently
4. Measure and maximize capital asset ROI
5. Create a business case for needed capital funding

VFA's consulting services include:

- Facilities Benchmarking
- Budget Ranking Strategies
- Condition Data Management
- Facilities Management and Capital Planning Process Analysis
- Portfolio Analysis and Alignment
- Long Range Capital Cost Analysis
- Capital Project Planning
- Capital Budget Development
- Executive and Board Level Presentations and Reports

All CS projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in section VIII.

VII. Program Management (PM)

Program Management Services will be used to handle all other activities or tasks not cover by Training, SS or TS. Examples would be:

- An agency requests help with running and understanding reports
- Data management and updating of specific locations or agencies
- Management of configuration changes to FICAS
- Support to the FICAS administrator
- Conducting calls or meetings to manage and support the FICAS program.

All PM projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in section VIII.

VIII. Rate Schedule

Product / Service	Description	Price
VFA.facility® / FICAS	VFA.facility V9.0 VFA-hosted user annual subscription (ASP), price per each named user.	(')\$1,650.00 per user
Maintenance and Support	Includes telephone support, updates, bug fixes and retirement of releases as described in the Software License Agreement. Maintenance and support is included in the user fee.	N/A
RSMeans	All users have access to the current RSMeans database within VFA.facility. RSMeans is included in the user fee and license fees are paid by VFA, Inc.	N/A
VFA.auditor Starter Pack	VFA.auditor surveys for up to 200,000 GSF. This is available for a unlimited number of users and buildings	\$2,500
VFA.auditor Increases	VFA.auditor surveys for GFS over the 200,000 provided in the Starter Pack.	\$.012/GSF
AssetFusion® Starter Pack	AssetFusion V2.0 VFA-hosted price, includes 3 named users and connector software. Includes 3 days implementation service plus travel and lodging expenses if needed. Requires VFA.facility.	\$17,500
AssetFusion 4M	AssetFusion V2.0 VFA-hosted annual price per user, for 4 or more named users. Requires previous purchase of AssetFusion Starter Pack.	\$2,500 per user
Introduction to FICAS	Online course covering the purpose and general policy of FICAS. This will be a requirement before someone could request FICAS access. Made available by DGS at no charge.	N/A
Basic Training	An onsite training class conducted by VFA. Class size up to 10 students with one trainer – one day.	\$5,750 per class

Product / Service	Description	Price
Basic Training	An onsite training class conducted by VFA. Class size up to 20 students with two trainers – one day.	\$9,950 per class
On Demand Training Modules	Recorded WebEX demonstrations that are 5 – 30 minutes and cover a topic or a set of topics. This is an estimate per module and may change depending on complexity of a module or bundling of multiple modules.	\$4,200 per module
Advanced Training	An onsite training class conducted by VFA. Class size up to 10 students with one trainer – two days.	\$8,750 per class
VFA.facility V9 Module 1	Regularly scheduled VFA.facility V9 training in Boston, Module 1: Asset Data - one day.	\$650 per student
VFA.facility V9 Module 2	Regularly scheduled VFA.facility V9 training in Boston, Module 2: Capital Planning & Budgeting – one day.	\$650 per student
VFA.auditor Training	Training is available via WebEX for an unlimited number of students	\$1,200 per WebEX
VFA.auditor Training ADM	Administrator Training can be purchased in addition to any other VFA.auditor training class	\$200 per WebEX
Facility / Infrastructure Certification Training	Regularly Scheduled Classes – VFA Boston Training Facility, no minimum student signup required.	\$2,000 per student
Facility / Infrastructure Certification Program (FICP)	Specially scheduled onsite in Virginia or in Boston. Maximum class size is limited to 10 persons – 2 days.	\$15,000 per class
Software Services (SS)	All SS projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in section VIII. Description of services found in section V.	Time and Materials
Consulting Services (CS)	All CS projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in section VIII. Description of services found in section VI.	Time and Materials
Program Management (PM)	All PM projects will be quoted on a Time & Materials basis (excluding expenses) with a not to exceed amount using the rate chart in section VIII. Description of services found in section VII.	Time and Materials
FICAS Data Import Template Upload	Upload of a FICAS Data Import Template containing facility assessment data into FICAS for state agencies, A batch is all the information that can be submitted in one file.	\$495 per batch
Report Author	A simple drag and drop interface to customize reports or create new ones	\$1,499 per person annually

Labor Category	Hourly rate
Project Director	\$134
Project Manager	\$134
Facilities Assessor	\$131
Senior Business Consultant	\$191
Business Consultant	\$168
Software PM	\$191
Software Developer	\$152
Technical Support Services	\$131
Project Assistant	\$65

IX. VFA Service Level

VFA shall maintain the host server and provide remote access to the Licensed Application to the employees of the Commonwealth through the web site located at www.vfa.com, or such other address as VFA may from time to time elect to use for such site;

VFA shall provide telephone, fax, and email support for the Licensed Application to the End Users. Such support shall be available Monday through Friday (excluding VFA designated holidays) from 8:30 a.m. – 5:30 p.m. (EST). The End Users shall first attempt to resolve any problem relating to the Licensed Application by referring to the documentation that VFA supplies to the Company for use with the Licensed Application. VFA may, from time to time, implement new releases of the Licensed Application containing error and bug corrections, minor enhancements, and, in certain instances if VFA so elects, major enhancements. No support shall be available, and VFA shall not be liable, for: (i) problems, errors, or bugs resulting from configuration or faults in the Commonwealth's computer or network operating systems or any third party software; (ii) hardware malfunctions, including cables, ports, printers, disk drives, etc.; or (iii) modifications made to the Licensed Application by a party other than VFA.

VFA warrants and represents: (a) that, for a period of ninety (90) days from the date of Acceptance, the Licensed Application will substantially conform to the Documentation and Specifications; and (b) the Services will be performed in a professional and workmanlike manner. In the event of any breach of the foregoing warranties, VFA shall re-perform the Services and/use use its commercially reasonable efforts to cause the Licensed Application to substantially conform to the Documentation and Specifications, as the case may be.

i The price per user for the period of August 1, 2009 through June 30, 2010 is \$137.50 per month per named user. See Terms and conditions regarding subsequent renewal periods.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Name of Company:

VFA, Inc.

Name of Person (PRINT):

James Summer

Title of Person (PRINT):

CEO

Authorized Signature of Company:

Jim Summer Date

AGENCY:

Name of Agency:

Department of General Services

Name of Person (PRINT):

Richard F. Sliwoski

Title of Person (PRINT):

Director

Authorized Signature of Agency:

R. Sliwoski 7/21/10
Date

REPORTING AND DELIVERY INSTRUCTIONS: This section is mandatory if the anticipated value of the contract exceeds \$100,000, to include all renewal periods.

- A. "The contractor shall provide the following documentation to Shirley McNutt at 203 Governor Street in Richmond, Virginia 23210 for approval by the agency"
- B. "The contractor shall provide a quarterly progress report to Shirley McNutt outlining the following:
 - 1. The specific accomplishments achieved during the reporting period.
 - 2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 - 3. The projected completion dates for the remaining specific tasks required by the contract.
- C. "Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final report to Shirley McNutt."
 - 1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
 - 2. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
 - 3. The agency shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
- D. "At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to Shirley McNutt. The agency shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract."
- E. "On or before the date specified in the contract, a final report shall be delivered to Shirley McNutt for its approval. The contractor shall furnish (2) copies of the final report."

GENERAL TERMS AND CONDITIONS:

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dqs.state.va.us/dps under "Manuals."

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from

subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION OF CONTRACTORS: A contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

SPECIAL TERMS AND CONDITIONS:

ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of General Services will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CCI and CPI. No price increases will be authorized for 180 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for (one year)/(three successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

eVA Business-To-Government Contracts and Orders: The solicitation/contract will result in an annual purchase order(s) with the eVA transaction fee specified below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

METHOD OF PAYMENT FOR SERVICES:

Method of payment shall be made several ways and the contractor needs to accept all methods of payment defined, for orders under \$50,000 the preferred method of payment is the state charge card program.

For orders under \$5000 the payment will be the state charge card program.

EDI payment process is available with some agencies for payment.

Otherwise, if payment is made by check, then the 30 day prompt pay does not apply until an approved invoice has been received by the agency and the agency has verified that the goods and services defined on the invoice are correct. The agency may dispute an invoice and shall notify the contractor within 14 days of the disputed invoice and the reason for the dispute. The agency shall process for payment the undisputed amount on the invoice while the disputed amount is being resolved. The contractor shall provide an invoice for billing of the dispute.

The agency and contractor may establish partial payments based on work performed when a project lasts longer than 30 days. The itemized list provided in the beginning by the contractor becomes the document to support partial payments. This has to be agreed to between the contractor and agency prior to the commencement of the work.

Invoices submitted by the contractor need to be clear, concise and match back to the original quotes and orders. Changes to the work that differ from the original quote shall be treated as change orders.